

1 Victoria L. Nelson, Esq. (NV Bar No. 5436)
 2 Email: vnelson@nelsonhoumand.com
 3 Jacob L. Houmand, Esq. (NV Bar No. 12781)
 4 Email: jhoumand@nelsonhoumand.com
 5 Kyle J. Ortiz, Esq. (NV Bar No. 14252)
 6 Email: kortiz@nelsonhoumand.com
 7 NELSON & HOUMAND PC
 8 1180 North Town Center Drive, Suite 100
 9 Las Vegas, Nevada 89144
 10 Telephone: 702/720-3370
 11 Facsimile: 702/720-3371

Electronically Filed On: August 28, 2017

7 *Counsel for Shelley D. Krohn, Chapter 7 Trustee*

8 **UNITED STATES BANKRUPTCY COURT**

9 **DISTRICT OF NEVADA**

10 In re:

11 BRANDON MICHAEL D'HAENENS,

12 Debtor.

13 Case No. BK-S-16-16602-BTB
 Chapter 7

**NOTICE OF HEARING ON MOTION TO
 APPROVE COMPROMISE PURSUANT
 TO FEDERAL RULE OF BANKRUPTCY
 PROCEDURE 9019**

14 Date of Hearing: September 28, 2017
 15 Time of Hearing: 11:00 a.m.
 16 Place: Courtroom No. 4, Second Floor
 Foley Federal Building
 300 Las Vegas Blvd., S.
 17 Las Vegas, NV 89101

18 Judge: Honorable Bruce T. Beesley¹

20 **NOTICE IS HEREBY GIVEN** that the *Motion to Approve Compromise Pursuant to*
 21 *Federal Rule of Bankruptcy Procedure 9019* (the “Motion”) was filed by SHELLEY D. KROHN,
 22 the Chapter 7 Trustee in the above-captioned bankruptcy case, by and through her counsel of
 23 record, Victoria L. Nelson, Esq., Jacob L. Houmand, Esq. and Kyle J. Ortiz, Esq. of the law firm
 24 of Nelson & Houmand, P.C.

25 _____
 26 ¹ Unless otherwise indicated, all chapter and section references are to the Bankruptcy Code, 11
 27 U.S.C. §§ 101-1532, and to the Federal Rules of Bankruptcy Procedure, Rules 1001-9037. The
 28 Federal Rules of Civil Procedure will be referred to as “FRCP” and the Federal Rules of
 Bankruptcy Procedure will be referred to as “FRBP.” The Local Rules of Practice for the United
 States Bankruptcy Court for the District of Nevada shall be referred to as the “Local Rules”.

1 The Motion seeks an order approving a settlement agreement (the “Settlement
2 Agreement”) entered into between the Trustee and BRANDON MICHAEL D’HAENENS (the
3 “Debtor”) that resolves the dispute concerning the action captioned *Half Dental Franchise, LLC*
4 *v. Bizzaro* (Case No. A-15-722175-C) (the “Fraudulent Transfer Action”) pending in the Eighth
5 Judicial District Court and the Debtor’s homestead exemption pursuant to Federal Rule of
6 Bankruptcy Procedure 9019

7 Pursuant to Local Rule 9019(c), notice is hereby given that the terms of the Settlement
8 Agreement include the following:

9 a. In consideration of a resolution of the dispute concerning the Fraudulent
10 Transfer Action and the Debtor’s homestead exemption, the Debtor shall pay the Trustee a lump-
11 sum payment of \$62,500 (the “Settlement Sum”).

12 b. The Trustee, on behalf of the Debtor’s estate and any entity owned or
13 controlled by the Trustee in her capacity as such, whether now or hereafter, hereby fully releases
14 and discharges, to the maximum extent possible under applicable federal and state law: (a) the
15 Debtor; (b) Bizzaro; (c) Doty; (d) Simmons; and (e) all current and past affiliated entities of the
16 foregoing individuals, along with their respective relatives, members, managers, partners, limited
17 partners, officers, directors, owners, employees, agents, insurers, counsel, and predecessors and
18 successors (collectively, the “Released Parties”), from any and all potential or actual claims,
19 causes of action, derivative claims, debts, liabilities, obligations, contracts, agreements,
20 covenants, representations, warranties, expenses, and attorneys’ fees and/or costs, which the
21 Debtor’s bankruptcy estate now has, or ever has had, against the Released Parties, whether at law
22 or in equity, including, but not limited to, all claims that were asserted in (or could have been
23 asserted in) the Fraudulent Transfer Action.

24 c. The Debtor has agreed to release any and all claims against the Trustee.

25 The description of the Settlement Agreement set forth herein is a summary only and does
26 not modify or otherwise affect the terms of the Settlement Agreement. To the extent of any
27 conflict between the Settlement Agreement and the description set forth herein, the Settlement
28 Agreement shall control.

1 A copy of the Motion, and the *Declaration of Victoria L. Nelson In Support of Motion to*
2 *Approve Compromise Pursuant to Federal Rule of Bankruptcy Procedure 9019* are on file with
3 the Clerk's Office of the United States Bankruptcy Court, 300 Las Vegas Blvd. South, Fourth
4 Floor, Las Vegas, Nevada 89101. Copies of the Motion and any supporting declarations may also
5 be obtained from counsel for the Trustee or through the Bankruptcy Court's website at
6 www.nvb.uscourts.gov.

7 **NOTICE IS FURTHER GIVEN** that if you do not want the Court to grant the relief
8 sought in the Motion, or if you want the Court to consider your views on the Motion, then you
9 must file an opposition with the Court, and serve a copy of the person making the Motion ***no later***
10 ***than fourteen days before the hearing date.*** The opposition must state your position, set forth all
11 relevant facts and legal authority, and be supported by affidavits or declarations that conform to
12 Local Rule 9014(c).

13 If you object to the relief requested, you *must* file a **WRITTEN** response to this pleading
14 with the court. You *must* also serve your written response on the person who sent you this
15 notice.

16 If you do not file a written response with the court, or if you do not serve your written
17 response on the person who sent you this notice, then:

18 • The Court may *refuse to allow you to speak* at the scheduled hearing; and
19 • The Court may *rule against you* without formally calling the matter at the hearing.

20
21 **NOTICE IS FURTHER GIVEN** that the hearing on said Motion will be held before a
22 United States Bankruptcy Judge, in the Foley Federal Building, 300 Las Vegas Blvd. South,
23 Second Floor, Courtroom No. 4, Las Vegas, Nevada on September 28, 2017 at 11:00 a.m.

24 ...

25 ...

26 ...

27 ...

28 ...

1 **NOTICE IS FURTHER GIVEN** that this hearing may be continued from time to time
2 without further notice except for the announcement of any adjourned dates and times at the
3 above-noted hearing or any adjournment thereof.

4 Dated this 28th day of August, 2017.

5 **NELSON & HOUMAND PC**

6 By: /s/ Jacob L. Houmand
7 Victoria L. Nelson, Esq. (NV Bar No. 5436)
8 Jacob L. Houmand, Esq. (NV Bar No. 12781)
9 Kyle J. Ortiz, Esq. (NV Bar No. 14252)
10 1180 North Town Center Drive, Suite 100
11 Las Vegas, Nevada 89144
12 Telephone: 702/720-3370
13 Facsimile: 702/720-3371

14 *Counsel for Shelley D. Krohn, Chapter 7 Trustee*